

EXHIBIT B



STANFORD
HOSPITAL & CLINICS

Stanford Medical Center

Agreement Between

**Stanford Hospital
and Clinics**

and

**Lucile Packard
Children's Hospital**

and

**Service Employees
International Union**

January 20, 2006

through

November 4, 2008

Local 715

SEIU
Stronger Together



Lucile Salter Packard
Children's Hospital

STANFORD UNIVERSITY MEDICAL CENTER

AGREEMENT BETWEEN

STANFORD HOSPITAL AND CLINICS

AND

LUCILE PACKARD CHILDREN'S HOSPITAL

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 715**

January 20, 2006

through

November 4, 2008

TABLE OF CONTENTS

ARTICLE 1 Agreement	1
1.1 AGREEMENT	1
1.2 PURPOSE OF AGREEMENT	1
1.3 RECOGNITION	1
1.4 NEW POSITIONS	2
1.5 RECLASSIFICATION FROM BARGAINING UNIT TO NON-UNIT POSITIONS	2
1.6 WORK ACROSS BARGAINING UNIT LINES	3
ARTICLE 2 Management Rights	4
ARTICLE 3 Agency Shop and Voluntary Dues Deduction	5
3.1 DUES, SERVICE FEE, CHARITABLE CONTRIBUTION OBLIGATION	5
3.2 DUES DEDUCTION	5
3.3 INDEMNIFICATION	6
ARTICLE 4 Nondiscrimination in Employment	7
ARTICLE 5 Wages	8
5.1 DEFINITION	8
5.2 OTHER INCREASES	10
5.3 NEW HIRES AND PROMOTIONS	10
5.4 DATE OF RATIFICATION	11
5.5 EFFECTIVE DATE OF INCREASES	11
5.6 REIMBURSEMENTS	11
ARTICLE 6 Employment Categories	12
6.1 REGULAR EMPLOYEES	12
6.2 RELIEF EMPLOYEES	12
6.3 FIXED TERM EMPLOYEES	12
6.4 COVERAGE OF RELIEF AND FIXED TERM EMPLOYEES	12
ARTICLE 7 Hours of Work	14
7.1 WORKDAY	14
7.2 WORKWEEK	14
7.3 STANDARD WORK SCHEDULE	14
7.4 ALTERNATE WORK SCHEDULES	15
7.5 MEAL PERIODS	15
7.6 REST PERIODS	15
7.7 SHIFT DIFFERENTIAL	16
7.8 OVERTIME	16
7.9 CALLBACK	17
7.10 EARLY REPORT TO WORK	17
7.11 ON-CALL	17
7.12 PYRAMIDING OR COMPOUNDING OF OVERTIME AND OTHER PREMIUMS PROHIBITED	18
7.13 NO GUARANTEE	18
ARTICLE 8 Trial Period	19
ARTICLE 9 Temporary Assignment	20
ARTICLE 10 Seniority	21
ARTICLE 11 Transfer, Promotion and Demotion	22
11.1 DEFINITIONS	22
11.2 TRANSFER/PROMOTION OF EMPLOYEES	22
11.3 SELECTION FOR PROMOTION/TRANSFER	22
11.4 SHIFT ASSIGNMENT	23
ARTICLE 12 Layoff and Reduction in Time	24

12.1	DEFINITIONS.....	24
12.2	DAILY CANCELLATION	24
12.3	TEMPORARY LAYOFFS	24
12.4	INDEFINITE LAYOFFS	25
12.5	SEVERANCE PAY	28
12.6	SUBCONTRACTING.....	30
12.7	TRANSFER OF WORK TO NEW LOCATIONS.....	31
12.8	VIOLATIONS.....	32
12.9	EFFECTS OF LAYOFFS.....	32
12.10	CONTINUATION OF BENEFITS.....	32
12.11	PREFERENCE DURING NOTICE PERIOD	33
ARTICLE 13 Benefits		34
13.1	ELIGIBILITY	34
13.2	PLAN RATES	34
13.3	MODIFICATION TO BENEFITS.....	34
13.4	ENUMERATION OF EMPLOYER BENEFITS	34
ARTICLE 14 Paid Time Off		37
14.1	PURPOSE AND RATE OF PAY	37
14.2	ELIGIBILITY	37
14.3	ACCRUAL	37
14.4	HOLIDAYS	38
14.5	TRANSFER OF PTO CREDIT	39
14.6	INTEGRATION OF PTO	39
ARTICLE 15 Leaves of Absences		40
15.1	ELIGIBILITY	40
15.2	LEAVE CATEGORIES	40
15.3	DURATION OF LEAVE	41
15.4	COMBINATIONS OF LEAVES OF ABSENCES	41
15.5	REINSTATEMENT RIGHTS	42
15.6	PROCEDURES.....	42
15.7	RETURN FROM LEAVE	43
ARTICLE 16 Educational Assistance		44
ARTICLE 17 Jury Duty		46
ARTICLE 18 Work Rules		47
ARTICLE 19 Resignation		48
ARTICLE 20 Discipline and Dismissal		49
20.1	DISCHARGE	49
20.2	INVESTIGATORY INTERVIEWS	49
20.3	NOTICE OF DISCHARGE	49
20.4	NOTICE.....	49
20.5	APPEAL	49
20.6	TIME IN FILE.....	50
ARTICLE 21 Personnel Files		51
ARTICLE 22 Joint Management and Labor Committee		52
ARTICLE 23 Stewards		54
ARTICLE 24 Union Access, Bulletin Boards, Information Requests		56
24.1	ACCESS.....	56
24.2	BULLETIN BOARDS	58
24.3	TELEPHONE, FACSIMILE AND ELECTRONIC MAIL	59
24.4	USE OF THE SHC/LPCH FACILITIES	59
24.5	PRINTING OF AGREEMENT	59

24.6	INFORMATION PROVIDED TO UNION.....	59
ARTICLE 25 Health and Safety		61
ARTICLE 26 Grievance and Arbitration Procedure		62
26.1	DEFINITION.....	62
26.2	REPRESENTATION RIGHTS.....	62
26.3	STEP 1. INFORMAL REVIEW	63
26.4	STEP 2. FORMAL REVIEW.....	64
26.5	CONSOLIDATION OF GRIEVANCES	64
26.6	TIME LIMITS FOR FILING	64
26.7	ARBITRATION	65
26.8	PAY STATUS.....	68
26.9	EXCLUSION OF RELIEF, FIXED TERM AND TRIAL PERIOD EMPLOYEES	68
ARTICLE 27 No Strikes.....		70
ARTICLE 28 Waiver.....		71
ARTICLE 29 Severability		72
ARTICLE 30 Merger		73
ARTICLE 31 Amendments and Term or Agreement		74
APPENDIX A		A-1
	INCLUDED JOB CLASSIFICATIONS	A-1
	EXCLUDED JOB CLASSIFICATIONS.....	A-4
	CLASSIFICATION PAY GRADES/JOB CODES	A-5
APPENDIX B Pay Ranges.....		B-1
	INITIAL WAGE RANGE TO WAGE SCALE CONVERSION CHART	B-1
	EFFECTIVE THE PAY PERIOD NEXT FOLLOWING JANUARY 20, 2006.....	B-2
	EFFECTIVE THE PAY PERIOD NEXT FOLLOWING NOVEMBER 4, 2006	B-3
	EFFECTIVE THE PAY PERIOD NEXT FOLLOWING NOVEMBER 4, 2007	B-4
APPENDIX C Units of Layoff		C-1
	STANFORD HOSPITAL	C-1
	LUCILE PACKARD CHILDREN'S HOSPITAL	C-2
Parking Side Letter		D-1
Union Access Side Letter.....		E-1
North Campus Side Letter.....		F-1

ARTICLE 1 AGREEMENT

1.1 AGREEMENT

This Agreement is made and entered into between Stanford Hospital and Clinics (SHC) and Lucile Packard Children's Hospital (LPCH), both non-profit public benefit corporations, hereinafter sometimes referred to as "SHC/LPCH", Employer, or "management" and the Service Employees International Union, Local 715, AFL-CIO, CLC (hereinafter referred to as "Union").

1.2 PURPOSE OF AGREEMENT

- 1.2.1 It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of the National Labor Relations Act, as amended, with respect to collective bargaining, and provides for orderly and constructive employment relations in the public interest, in the interest of Stanford Hospital and Clinics and Lucile Packard Children's Hospital, and the interests of the employees represented by the Union.
- 1.2.2 The parties hereby acknowledge that this Agreement represents the understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to the employer-employee relationship that exists between them relative to the scope of bargaining.

1.3 RECOGNITION

- 1.3.1 Pursuant to the Certification of Representation issued by the National Labor Relations Board (NLRB) in Case No. 32-RC-4504, as modified in Case No. 32-UC-363, the Employer recognizes the Union, as the sole and exclusive representative for the purpose of collective bargaining for all full-time, part-time, and relief non-professional employees performing service and patient care functions employed at Stanford Hospital, Lucile Packard Children's Hospital, Welch Road and Blake Wilbur Drive locations in positions or classifications listed as included in Appendix A, excluding those positions or classifications listed as excluded in Appendix A, excluding all employees represented by any other labor organization, excluding all managerial, supervisory or confidential employees within the meaning of the NLRA, and excluding all other employees.
- 1.3.2 Unless expressly indicated otherwise, the term "employee" or "employees" as used in this Agreement will refer to employees of Stanford Hospital and Clinics and Lucile Packard Children's Hospital employed in the positions or classifications listed as included in Appendix A and covered by this Agreement. Similarly, unless expressly indicated otherwise, "classification" or "classifications" refers to classifications listed in Appendix A as covered in their entirety, and "position" or "positions" refers to a specific job position or job positions listed in Appendix A, where the classification under which it falls is not included in the bargaining unit in its entirety (e.g., there are positions in the classification that are also listed in Appendix A as excluded).

1.4 NEW POSITIONS

- 1.4.1 When the Employer creates a new position and title which it believes is within a classification that is included in the bargaining unit, the Employer will notify the Union in writing of the bargaining unit assignment, if any, of such position. The Union will have fourteen (14) calendar days from the date the notice is mailed to contest the Employer's assignment. If the Union contests the assignment, the Employer will meet with the Union in an attempt to reach agreement on the bargaining unit assignment. If the parties are unable to reach agreement, the dispute will be submitted to arbitration for resolution. If the Union does not contest the bargaining unit assignment within the fourteen (14) calendar day notice period, the unit assignment of the new position will be deemed agreeable to the parties. Bargaining unit assignments made by the Employer which are contested by the Union will remain as originally assigned by the Employer unless and until such time as the parties are in mutual agreement as to a different assignment or, if such assignment is referred to arbitration within the appeal period stated above, until resolution of the matter by arbitration. Any change in assignment by agreement of the parties or by an arbitrator's decision will be prospective only.
- 1.4.2 If the inclusion of a new position within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate in arbitration, the Employer will assign a pay rate to the position. Within fifteen (15) calendar days of the assignment of the pay rate, the Union may request, in writing, that the Employer meet to discuss the pay rate for the classification. If such a request is made, the parties will meet within thirty (30) calendar days of the request and discuss the pay rate for the classification. If the Employer agrees to make a change to the rate the change will be prospective only.

1.5 RECLASSIFICATION FROM BARGAINING UNIT TO NON-UNIT POSITIONS

The Employer will not change the title of an existing classification or create a new classification with the same duties but a different title in order to remove the classification from the bargaining unit or to avoid its placement in the bargaining unit. This limitation is not, however, intended to apply to the creation of new positions in a classification where only specific positions in the classification are listed as included in Appendix A. In the event the Employer determines that a position or classification should be reclassified with the result that the position or classification would be removed from the bargaining unit, it will notify the Union in writing. If the Union believes that the reclassification or designation is inconsistent with this Agreement, it may appeal the designation to arbitration within fourteen (14) calendar days of the date the notice is sent in accordance with the following procedures.

- 1.5.1 An arbitrator will be selected and the arbitration will be conducted in accordance with the Arbitration provisions of this Agreement.
- 1.5.2 The Union will have the burden of proof and of proceeding in arbitration under this Article.

- 1.5.3 The arbitrator's decision will be limited to only the issue of whether the position or classification in dispute should remain within or be removed from the bargaining unit, and the arbitrator's decision will be final and binding.
- 1.5.4 Standards to be used by the arbitrator in reaching a decision will include: that all managerial, supervisory, and confidential employees within the meaning of the NLRA are excluded; that employees who hold any managerial, supervisory, or confidential position, regardless of the percentage of time worked in such position, are excluded; and that all the Employer student employees whose employment is contingent upon their status as students are excluded.

1.6 WORK ACROSS BARGAINING UNIT LINES

- 1.6.1 The Employer may assign employees covered by this Agreement for full or partial shifts on a temporary or sporadic basis to perform services in a position not covered by this Agreement due to a temporary or unforeseen need, or to avoid a cancellation of the employee for the day, provided the employees are presently qualified to perform the work in question. Such an assignment will not affect the employee's pay, benefit accruals, seniority, or other benefits or status as an employee covered by this Agreement. The Union will not have any claim that the work or position to which the employee is assigned under this provision is covered by this Agreement. If an employee is utilized to fill a position not covered by this Agreement for more than five (5) consecutive work days, the Union will be provided with written notification. An employee will not be required to work involuntarily in a position not covered by this Agreement for more than five (5) consecutive work days.
- 1.6.2 The Employer may assign employees not covered by this Agreement for full or partial shifts on a temporary or sporadic basis to perform services in a position covered by this Agreement due to a temporary or unforeseen need to provide services, or in lieu of: the use of covered employees who are not in an on-call status under the callback provisions of this Agreement; the use of covered employees to work double shifts or "double backs"; or the use of registry or temporary agency personnel. Such assignments will not be made, if an employee in the classification and department/unit has been cancelled for the shift in question, provided the cancelled employee is available to return within the time needed. Employees not covered by this Agreement who are assigned to perform services under this provision are not subject to this Agreement during such assignment. Whenever an employee is utilized in a position covered by this Agreement for more than five (5) consecutive work days, the Union will be provided with written notification.

ARTICLE 2 MANAGEMENT RIGHTS

Except only as limited by express provisions of this Agreement, all of an employer's rights and prerogatives, whether previously exercised or unexercised and whether implied or expressed, will be retained and reserved by the Employer, and will remain within its exclusive direction and control. For purposes of illustration only and not to limit the foregoing in any way, management will have the right, ***subject only to said express limiting provisions of this Agreement***:

- a) to manage the hospitals, laboratories, clinics, offices, warehouses and other facilities and operations in which employees covered by this Agreement work;
- b) to direct and assign the work force;
- c) to transfer, reassign, promote and demote employees;
- d) to establish standards of performance, health and safety, and quality of service, and to evaluate employee performance;
- e) to maintain discipline, order and efficiency;
- f) to determine medical, patient care and operational standards, procedures and methods; to schedule work;
- g) to abolish, create, alter or combine job classifications;
- h) to introduce new or improved methods, equipment, facilities or operations;
- i) to determine efficient and effective staffing requirements;
- j) to determine the number and location of facilities and operations;
- k) to determine whether the whole or any part of an operation will continue to operate;
- l) to determine whether a vacancy exists and whether and when it will be filled;
- m) to require overtime work, when needed, consistent with employee health and safety;
- n) to transfer or subcontract work for legitimate business reasons but, except in emergencies, only after affording the Union a reasonable opportunity to meet and discuss with management effects of the proposed transfer or subcontracting;
- o) to select and hire employees;
- p) to determine qualifications for positions;
- q) to demote, suspend, warn, discharge or otherwise discipline employees;
- r) to lay off or relieve employees from duty for lack of work or other legitimate reasons;
- s) to rehire employees;
- t) to determine whether employees, both within and without the bargaining unit, will or will not perform certain functions, duties or tasks;
- u) to promulgate, eliminate or revise reasonable rules and regulations relating to the terms and conditions of employment and the manner of operations, provided only that they do not conflict with the express provisions of this Agreement.

The Employer may, in its discretion, continue any current policies and practices ***which do not conflict with express written provisions of this Agreement***.

ARTICLE 3
AGENCY SHOP AND VOLUNTARY DUES DEDUCTION

3.1 DUES, SERVICE FEE, CHARITABLE CONTRIBUTION OBLIGATION

All employees, within 31 days of the effective date of this Agreement, or within 31 days of their hire date, whichever comes later, will be required as a condition of continued employment to choose one of the following options:

- 3.1.1 Join and maintain membership in the Union;
- 3.1.2 Choose not to join the Union but pay to the Union a monthly service fee charge equivalent to his/her share of the costs incurred by the Union related to collective bargaining, contract administration and grievance adjustment, as determined under applicable law. The Union will advise the Employer and the employees of the amount annually, or upon request.
- 3.1.3 Employees who hold good faith religious beliefs which oppose membership in and contributions to a labor organization may choose instead to contribute a monthly sum equal to the regular monthly service fee amount to one of the following three nonprofit charitable organizations, exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code: 1) the Lucile Packard Children's Foundation; 2) the United Way; or 3) the American Cancer Society. Such employees will be required to verify to the Union their payments to the charitable organization.
- 3.1.4 Any employee covered by this Agreement who fails to comply with the provisions of this Article will, upon notice of such failure in writing from the Union to the Employer and after counseling of such employee by SEIU, be discharged or allowed to resign no later than fifteen (15) days following receipt of written request from SEIU to terminate such employee. However, SEIU will not request the termination of any employee whose failure to pay periodic dues, service fee or charitable contribution is attributable to pay periods in which the employee's paycheck, after all mandatory deductions and benefits contributions, is less than the sum of the dues or service fee. For purposes of this provision an employee will be deemed to be in compliance if the employee has duly tendered the specified monthly service fee, dues or charitable contribution.
- 3.1.5 This section (3.1) will not take effect until ninety (90) days after the effective date of this Agreement.

3.2 DUES DEDUCTION

- 3.2.1 Upon receipt of a written authorization by a Employee using a form which has been mutually agreed to by the parties, the Employer will deduct and remit to the Union no less frequently than once a month the periodic dues of the Union or service fees until such time as the Employee submits written notification to the Employer to discontinue the Employee's authorization. The Employer will not be responsible for deduction in any pay period in which the Employee's net earnings are insufficient to cover the deduction. The

Employer will also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. Upon request of the Union, the Employer will meet to determine the appropriate mechanics for providing such information.

- 3.2.2 The Employer agrees to use its best efforts to administer this provision in an accurate and timely fashion. The Union will inform the Employer once a year of the amount of the monthly dues and the service fee under this provision. Such notice will be sent sufficiently in advance of any change in the amount(s) to allow for payroll programming of the monthly dues and service fee change. It will also be the Union's responsibility to notify the Employees of any change in the amounts the Employees are required to pay to the Union under this provision. If, through inadvertence or error, the Employer fails to make authorized deductions, or any part thereof, the Employer will, upon receipt of written notice thereof correct such omission or error retroactively to a maximum of one (1) month's dues or fees, as applicable. Once the funds are remitted to the designated representatives of the Union, their disposition thereafter will be the sole and exclusive responsibility of the Union. It is expressly understood and agreed that the Union will refund to the Employee any deductions erroneously withheld from an Employee's wages by the Employer and paid to the Union.

3.3 INDEMNIFICATION

It is specifically agreed that the Employer assumes no obligation other than that specified above, nor does it assume any liability, financial or otherwise, arising out of the provisions of this Article. To ensure this result, the Union agrees that the provisions of 3.1.4 notwithstanding, the Employer will not be obligated to terminate an employee whom the Union claims is not in compliance with financial or other requirements of Article 3.1, unless the Union agrees at the time of its request for the employee's termination that it will also indemnify the Employer for all reasonable attorney's fees and costs of its defense in any administrative and/or judicial proceedings that might arise out of such termination of employment, whether brought by the employee or former employee, governmental agency, or any other entity on the employee's behalf. The Union further agrees to indemnify and hold the Employer harmless for any and all claims asserted by an employee, former employee, or any other entity on the employee's or former employee's behalf, arising out of deductions made pursuant to this Article.

**ARTICLE 4
NONDISCRIMINATION IN EMPLOYMENT**

- 4.1 The Employer and the Union will not discriminate against employees in violation of applicable federal, state or local law on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition (within the meaning of the California Fair Employment and Housing Act), status as a Vietnam-era veteran or special disabled veteran, age, citizenship, a political affiliation, or legal immigration status.
- 4.2 Neither the Employer nor the Union will discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation, or in any other manner which violates the National Labor Relations Act.
- 4.3 Any settlement, remedy or decision made pursuant to a grievance which alleges a violation of this Article will be limited to enforcement of, or compliance with, the express terms and conditions of this Agreement which, in and of themselves, are eligible for review under the Grievance Procedure of this Agreement.
- 4.4 No settlement, remedy or decision regarding an alleged violation of this Article will require a punitive action, monetary or otherwise, or the imposition of discipline upon any employee of the Employer, whether or not such employee is a member of the bargaining unit covered by this Agreement.

**ARTICLE 5
WAGES**

5.1 DEFINITION

The wage rates for the classifications and job titles covered by this Agreement will be as set forth in Appendix B.

5.1.1 Before making the adjustments described below, the following classifications will be deleted: Central Services Assistant I, Central Services Assistant II, Lab Assistant Specialist, Lead Central Services Assistant, Lead Instrument Assistant, Medical Records Assistant I, Medical Records Assistant II, Operating Room Assistant, Operating Room Instrument Assistant, and Operating Room Supply Technician. In determining the appropriate placement of the current incumbents of these deleted classifications pursuant to 1.a., below, the incumbents will first be moved to the same step on the scale for the following classifications: Central Services Assistant I to Sterile Processing Tech I, Central Processing Services Assistant II to Sterile Processing Tech II, Lead Central Services Assistant to Lead Sterile Processing Tech, Lead Instrument Assistant to Lead Sterile Processing Tech, Medical Records Assistant I to Health Information Associate II, Medical Records Assistant II to Health Information Associate III, Operating Room Assistant to Sterile Processing Tech I, Operating Room Instrument Assistant to Sterile Processing Tech II, and Operating Room Supply Technician to Sterile Processing Tech I.

5.1.2 Effective the pay period following November 4, 2005 or the pay period beginning after ratification of the Agreement by the Union:

- a. Grades SEIU001 – SEIU004 are eliminated.
- b. Step 1 and Step 2 of each remaining grade from the 2002-2005 Agreement ("former step") are eliminated.
 - Former Step 3 in each grade becomes new Step 1
 - Former Step 4 becomes the new Step 2
 - Former Step 5 becomes the new Step 3
 - Former Step 6 becomes the new Step 4
 - Former Step 7 becomes the new Step 5
 - Former Step 8 becomes the new Step 6
 - Former Step 9 becomes the new Step 7
 - Former Step 10 becomes the new Step 8
 - Former Step 11 becomes the new Step 9
 - Former Step 12 becomes the new Step 10
 - Former Step 13 becomes the new Step 11
 - Former Step 14 becomes the new Step 12
 - Former Step 15 becomes the new Step 13

c.

- Employees in former Steps 1 and 2 move to new Step 1
- Employees in former Step 3 move to new Step 1
- Employees in former Step 4 move to new Step 2
- Employees in former Step 5 move to new Step 3
- Employees in former Step 6 move to new Step 4
- Employees in former Step 7 move to new Step 5
- Employees in former Step 8 move to new Step 6
- Employees in former Step 9 move to new Step 7
- Employees in former Step 10 move to new Step 8
- Employees in former Step 11 move to new Step 9
- Employees in former Step 12 move to new Step 10
- Employees in former Step 13 move to new Step 11
- Employees in former Step 14 move to new Step 12
- Employees in former Step 15 move to new Step 13

Employees will have no change in their anniversary date for wage progression purposes.

d. The following classifications will be reclassified on the wage ranges as follows:

- Lead Transporter from SEIU006 to SEIU008
- Cook from SEIU007 to SEIU008
- Dietetic Assistant from SEIU007 to SEIU008
- Sterile Processing Tech I (previously Central Service Asst I) from SEIU008 to SEIU009
- Sterile Processing Tech II (previously Central Service Asst II Operating Room Supply Tech, and Operating Room Instrument Asst) from SEIU009 to SEIU010
- Cardiology Technician I from SEIU009 to SEIU010
- Lead Sterile Processing Tech (previously Lead Operating Room Supply Tech and Lead Instrument Asst [currently SEIU010] and Lead Central Service Asst [currently SEIU009]) to SEIU011

e. Utilizing these new wage scale structures, effective the date of ratification, each new scale will be increased across the board as follows:

SEIU0005 and SEIU006 by 6.5%

All other grades by 4.0%

[See Appendix B for wage grades and scales.]

5.1.3

Future Wage Increases:

a. Effective April 1, 2006:

A new classification for "certified" Phlebotomists will be created and designated "Lab Asst III-P." Effective the beginning of the pay period next following April 1, 2006 the Lab Asst III-P will be reclassified from SEIU009 to SEIU010. Effective the same date, a new classification will be created and designated "Lead Lab Asst III-P," and effective the beginning the pay period next following April 1, 2006, the Lead Lab Asst III-P will be placed on grade SEIU011.

- b. Effective the beginning of the pay period next following November 4, 2006:

All grades increased across the board by 4.0%.

- c. Effective the beginning of the pay period next following November 4, 2007:

All grades increased across the board by 4.0%.

- 5.1.4 Unless an employee's performance has been rated "unsatisfactory" during the preceding year, (s)he will be eligible to progress to the next step on his/her wage scale on the employee's seniority anniversary date, as it may be adjusted as provided in Article 10, and as limited in the case of promotion by Article 5.3.2.

5.2 OTHER INCREASES

- 5.2.1 The Employer may increase wages and/or wage scales of individual classifications and selected classifications or job during the term of this Agreement.
- 5.2.2 The Employer will inform the Union at least thirty (30) calendar days prior to implementing the increases for classifications or job titles referenced in section 5.2.1, above. Upon written request by the Union, the Employer will meet to bargain over such increases during the thirty (30) calendar day period.
- 5.2.3 Wage scale adjustments made pursuant to this Article, if any, will not be subject to the Grievance and Arbitration Procedure of this Agreement.

5.3 NEW HIRES AND PROMOTIONS

- 5.3.1 New employees hired into one of the "included" classifications denoted with an asterisk (*) in Appendix A will, for wage scale placement and progression purposes only, be credited with service credit for each full year of prior employment experience in a similar position, as set forth below. To receive such credit, the prior employment must have been in the equivalent of a regular status and must have been in a JCAHO accredited acute care

hospital, a U.S. military hospital, or in another setting determined by the Employer to be relevant and appropriate for the position.

<u>Prior Experience</u>	<u>Credit</u>	<u>Step</u>
3 yrs. in the preceding 5 yrs.	3 yrs.	2
4 yrs. in the preceding 7 yrs.	4 yrs.	3
5 yrs. in the preceding 8 yrs.	5 yrs.	4
6 yrs. in the preceding 9 yrs.	6 yrs.	5
7 yrs. in the preceding 10 yrs.	7 yrs.	6
8 yrs. in the preceding 12 yrs.	8 yrs.	7

New employees hired into all other classifications will, for wage scale placement and progression purposes only, be credited for service credit purposes, for prior work experience as defined in 5.3.1., above, on the following basis.

<u>Prior Experience</u>	<u>Credit</u>	<u>Step</u>
6 yrs. in the preceding 9 yrs.	3 yrs.	2
8 yrs. in the preceding 12 yrs.	4 yrs.	3

- 5.3.2 To be eligible for the wage increases provided in Appendix B, a newly hired employee or an employee promoted to a higher pay range must have completed 6-months of employment in the new or higher pay range.

5.4 DATE OF RATIFICATION

Date of ratification means the date when SEIU has communicated to the Employer that employees have ratified the Agreement.

5.5 EFFECTIVE DATE OF INCREASES

Except as may be otherwise provided in this Agreement, if the scheduled date for a wage increase (scales, across-the-board, contractual and promotion) occurs in the first week of the bi-weekly pay period the increase will be effective on the first day of the pay period. If the scheduled date for an increase occurs in the second week of the bi-weekly pay period the increase will be effective on the first day of the next pay period.

5.6 REIMBURSEMENTS

- 5.6.1 Mileage Reimbursement. In the event an employee is required by the Employer to use his/her personal vehicle in the performance of the employee's job duties, the employee will be reimbursed for actual mileage at the IRS mileage reimbursement rate.

- 5.6.2 Business Reimbursement. Reimbursement for business related expenses incurred by an employee in the performance of his/her duties will be in accordance with the Employer's then current policy.

ARTICLE 6 EMPLOYMENT CATEGORIES

6.1 REGULAR EMPLOYEES

"Regular employees" are employees who are regularly scheduled to work forty (40) hours or more per fourteen (14) calendar day pay period, or twenty (20) hours or more per workweek for employees working alternate work schedules.

6.2 RELIEF EMPLOYEES

6.2.1 "Relief employees" are employees who work on an intermittent basis, on as needed basis, or on a prescheduled basis, not to exceed 1,000 hours in a calendar year.

6.2.2 Relief employees may be released or have their time reduced at the sole discretion of the Employer, without recourse to the Grievance and Arbitration Procedure of this Agreement.

6.2.3 Relief employees are not eligible for any of the benefits provided under this Agreement (e.g., health insurance, paid time off, etc.), except that eligibility for participation in the Employer's Retirement Plan will be determined in accordance with the provisions of the plan document.

6.3 FIXED TERM EMPLOYEES

6.3.1 "Fixed Term employees" are employees who are employed in positions expected to last at least six (6) months, but less than two (2) years, to work a regular schedule of forty (40) hours or more per fourteen (14) calendar day pay period, or twenty (20) hours or more per workweek for employees working alternate work schedules.

6.3.2 Fixed Term employees will be eligible for the benefits provided by this Agreement except that eligibility for participation in the Employer's Retirement Plan will be determined in accordance with the provisions of the plan document.

6.3.3 Fixed Term employees may be released or have their time reduced at the sole discretion of the Employer, without recourse to the Grievance and Arbitration Procedure, and their employment will terminate automatically upon the expiration of the fixed term unless formally extended by the Employer prior thereto.

6.4 COVERAGE OF RELIEF AND FIXED TERM EMPLOYEES

6.4.1 Premium Pay for Work on Specified Holidays. Relief employees who work on Thanksgiving Day, Christmas Day, New Years Day, Fourth of July, Labor Day, Memorial Day, and Martin Luther King, Jr. Day, will be paid at the rate of time and one-half (1½x) the regular rate of pay for the hours actually worked.

6.4.2 Reassignment. The involuntary reassignment of a Regular employee to a Relief position will be carried out in accordance with the provisions of the Layoff and Reduction in Time article.

6.4.3 Hours. For Relief and Fixed Term employees there is no guarantee of or limitation on the number of hours per work day, per fourteen (14) calendar day pay period, or per workweek.

6.4.4 Relief and Fixed Term employees may use the Grievance and Arbitration Procedures of this Agreement only with respect to alleged violations of those Articles or portions of Articles under which they are covered. Relief and Fixed Term employees are covered by the following Articles of the Agreement.

Article 1	Recognition
Article 2	Management Rights
Article 3	Agency Shop and Voluntary Dues Deduction
Article 4	Nondiscrimination in Employment
Article 5	Wages
Article 6	Employment Categories
Article 7	Hours of Work (except 7.7.6)
Article 9	Temporary Assignments
Article 13	Benefits (Fixed Term only)
Article 18	Work Rules
Article 20	Discipline & Dismissal (no access to grievance and arbitration procedure)
Article 21	Personnel Files
Article 23	Stewards
Article 24	Union Access, Bulletin Boards, Information
Article 25	Health and Safety
Article 26.9	Grievance and Arbitration Procedure – Exclusion of Relief, Fixed Term and Trial Period Employees
Article 27	No Strikes
Article 28	Waiver
Article 29	Severability
Article 30	Merger
Article 31	Amendments and Term of Agreement
Appendix A	
Appendix B	

ARTICLE 7 HOURS OF WORK

7.1 WORKDAY

- 7.1.1. For departments with twenty-four (24) hour and/or seven (7) day per week operations, the employees work day will be twenty-four (24) consecutive hour periods which begin as of the beginning of the normal shift for which the employee is regularly scheduled to work in the fourteen (14) calendar day pay period (See Section 7.3, below), or in the workweek if the employee is working an alternate work schedule (See Section 7.4, below). Alternatively, the Employer may elect to utilize a work day beginning at 12:01 a.m.
- 7.1.2 For employees working in departments with scheduled daytime operations only, the work day will normally be the twenty-four (24) consecutive hour period beginning at 12:01 a.m.
- 7.1.3 Nothing in this Section will require that the Employer revise or discontinue any work day being utilized for any portion of the bargaining unit as of the date of ratification of this Agreement, notwithstanding the fact that such work day does not conform to the provisions of this Section.

7.2 WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the Employer.

7.3 STANDARD WORK SCHEDULE

- 7.3.1 A work schedule is the normal hours of work for an employee within a consecutive fourteen (14) calendar day pay period. The fourteen (14) calendar day pay period will consist of two (2) consecutive workweeks. The standard work schedule for full time employees will be eight (8) hours per day, excluding meal periods, and eighty (80) hours per fourteen (14) calendar day pay period ("8/80 schedule").
- 7.3.2 An employee may make a written request to his/her immediate supervisor for a particular shift (i.e., day shift, evening shift, or night shift). However, shift assignments and changes thereto will be at the discretion of the Employer consistent with Article 11.4.
- 7.3.3 The Employer will post the schedule of work – i.e., days of work and shifts (e.g., day, evening, or night) for Regular employees at least fourteen (14) calendar days prior to the start of the schedule.
- 7.3.4 When feasible, the Employer will provide a twenty-one (21) calendar days notice of an indefinite involuntary change in the employee's regular scheduled shifts, including a change in start time that is 30 minutes or more and/or days off in the case of an employee with fixed days off. The twenty-

one (21) calendar days notice will not apply if the employee's schedule change is temporary and is due to a shift assignment in accordance with Section 11.4 of this Agreement. The employee may waive the twenty-one (21) calendar day notice.

7.4 ALTERNATE WORK SCHEDULES

- 7.4.1 The Employer may establish alternate work schedules. An alternate work schedule will involve shift lengths of greater than eight (8) hours, and up to twelve (12) hours, excluding meal periods. Such alternate work schedules will be on a scheduled workweek basis. To be considered full-time, an employee working an alternate work schedule must be regularly scheduled for forty (40) hours per workweek.
- 7.4.2 Employees may request alternate work schedules. The Employer will review the feasibility of implementing alternate work schedules in those work units for which the employees indicate there is an interest in, and suitability for, such schedules. However, the Employer will decide in its discretion whether to create new alternate work schedules.
- 7.4.3 When feasible, the Employer will provide fourteen (14) calendar days' notice to affected employees when establishing or changing alternate work schedules. Upon written request of the Union, the parties will meet to discuss the schedule changes.

7.5 MEAL PERIODS

A meal period of at least thirty (30) minutes is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status, unless an employee is required by the Employer to remain working during that time. Such an arrangement must be approved in advance by the Employer. Whenever an employee is required to perform work during a meal period, the meal period will also be considered time worked. For the purpose of state wage and hour rules, an employee working a 12-hour shift waives the second meal period. If a position is, by its very nature, one for which a meal period free from all duty cannot be granted, the job description and posting will so note and, as a condition for being awarded and retaining the position, the employee must be willing to execute and work pursuant to an "on duty meal period agreement" as specified by state law.

7.6 REST PERIODS

- 7.6.1 Two rest periods of not more than fifteen (15) minutes will normally be granted during an 8-hour or a 10-hour shift. Three (3) rest periods of not more than fifteen (15) minutes may be granted during a 12-hour shift. An employee working less than a full-time schedule will normally be granted one fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed two (2) rest periods per eight (8) hour day, or three (3) rest periods per twelve (12) hour day.
- 7.6.2 Rest periods will not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal

periods for some, any or all employees of a department will be at the sole, non-grievable discretion of the department manager or director.

7.7. SHIFT DIFFERENTIAL

- 7.7.1 Eligible employees assigned to an evening or night shift will be paid a shift differential. Work which is scheduled during the evening or night hours on the basis of convenience to the employee (i.e., the employee is permitted, at the employee's request, to perform his/her duties other than the usual hours during which such work is performed) will not be considered an assigned evening or night shift for the purpose of this provision.
- 7.7.2 An evening shift differential will be paid for any shift in which the majority of the hours are worked after 5:00 p.m. and before 2:00 a.m. The evening shift differential will be 10% of the employee's base hourly wage rate.
- 7.7.3 Night shift differential will be paid for any shift in which the majority of the hours are worked after 11:00 p.m. and before 8:00 a.m. The night shift differential will be 16% of the employee's base hourly wage rate.
- 7.7.4 An employee working additional hours immediately preceding or following a regular shift will receive the shift differential applicable to that regular shift if the additional hours worked are for a period of less than three (3) hours. If the additional hours are for three (3) hours or more, it will be considered a separate shift and shift differential will be paid at the rate which is applicable to the shift in which the additional hours are worked, except that an employee working hours immediately preceding or following a regular night shift will receive the night shift differential for all hours worked which are contiguous to the night shift.
- 7.7.5 An employee working overtime hours which are not immediately preceding or following a regular shift will be paid at the rate applicable to the shift in which the overtime hours are worked.
- 7.7.6 The applicable shift differential will be included in payments for PTO hours used if the employee is regularly assigned to the night and/or evening shift for at least six (6) months in a calendar year. Shift differential is not paid when PTO is cashed out upon termination of regular employment.

7.8. OVERTIME

- 7.8.1 Overtime is compensated at one and one half (1½) times the employee's regular rate.
- 7.8.2 Employees on the standard 8/80 schedule will be paid overtime for hours worked in excess of eight (8) hours in a workday, or in excess of eighty (80) hours in a fourteen (14) calendar day pay period. Employees employed on an alternate work schedule will be paid overtime for hours worked in a day in excess of their normal work schedule (e.g., 8 hours, 10 hours, 12 hours, etc.) or for hours worked in excess of forty (40) in the workweek.

- 7.8.3 Employees who work in excess of twelve (12) hours in a work day will receive two times (2X) their hourly rate of pay.
- 7.8.4 Overtime hours do not count toward accumulation of Paid Time Off ("PTO").
- 7.8.5 When an employee is employed at more than one rate of pay, overtime earned at the time and one half rate will be calculated based on the employee's average hourly rate.
- 7.8.6 "Actual work" and "time worked" does not include paid leave for purposes of this Article.
- 7.8.7 The Employer will decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the Employer. The Employer will notify the employee that overtime must be worked as soon as practicable after the need for overtime is determined. Employees are expected to work overtime when such work is assigned. The Employer will assign overtime in excess of 12 consecutive hours only when it determines that circumstances warrant such an assignment.
- 7.8.8 When practicable, the Employer will assign overtime work by rotation based on seniority among those employees on the same shift who normally perform the work involved. For purposes of this Article, "rotation based on seniority" will mean that when there are employees requesting to work the overtime, assignment of that overtime will be based on greatest seniority; when no employee requests to work the overtime, assignment of that overtime will be based on inverse order of seniority, provided the employee has the necessary skills, abilities and competency to perform the work. This provision will not apply when the overtime is due to an extension of an employee's shift to complete work normally performed by the employee.

7.9 CALLBACK

When an employee is called back to work after completing a shift and leaving the premises, the employee will be paid for the time actually worked upon return or a minimum of four (4) hours, whichever is greater. Callback time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

7.10 EARLY REPORT TO WORK

An employee requested to report to work prior to the normal starting time of the employee's assigned shift will be paid time and one half for all early hours worked. Once the employee's regular shift begins the regular hourly rate of pay will apply.

7.11 ON-CALL

- 7.11.1 On-call is time during which an employee is required to be available for return to work. An employee is not considered to be in on-call status unless the Employer has previously informed the employee of the assignment. The Employer reserves the right to determine the need for, and the assignment of, on-call time. For all EEG Techs, Anesthesia Techs, and Lab Techs, who are

used on an on-call basis on a regular and recurring basis, on-call pay shall be one half (1/2) of their base rate of pay (excluding all differential) per hour of on-call. For all other classifications, in the event they are used on an on-call basis for a particular assignment but not on a recurring basis, on-call pay shall be \$2.25 per hour. On-call pay will not be paid for any hours for which the employee receives pay for being called in pursuant to 7.11.2. Time spent in on-call status, but not actually worked, is not considered as time worked or time on pay status. If during the life of this Agreement the Employer begins to utilize other classifications for on-call on a regular recurring basis, the Employer will meet with the Union to bargain over whether they should be included in the classifications receiving the higher on-call pay.

- 7.11.2 If called into work from on-call status, the employee will be paid for the time actually worked or a minimum of two (2) hours, whichever is greater. If called into work from on-call status, all hours worked will be compensated at one and one half (1½) times the regular rate. Employees receiving a minimum of three (3) hours pay or work on the date of ratification of this Agreement will continue to receive such minimum guarantee during the term hereof.

7.12 PYRAMIDING OR COMPOUNDING OF OVERTIME AND OTHER PREMIUMS PROHIBITED

There will be no duplication, compounding or pyramiding of overtime pay or other premium pay called for under this Agreement.

7.13 NO GUARANTEE

This Article will not be construed as a guarantee of, or limitation on, the number of hours per workday or workweek, nor will it infringe upon, interfere with or diminish in any way the Employer's right to ensure appropriate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

**ARTICLE 8
TRIAL PERIOD**

- 8.1 Employees will serve a trial period during the first six (6) months of continuous service in Regular status without a break in service. Time on leave with or without pay is not qualifying service for the completion of the trial period. Employees who are rehired following a break in service will serve a new trial period whether or not they previously completed a trial period. Trial employees, Fixed Term employees and Relief employees may be terminated or released without cause at the sole discretion of the Employer. A Relief employee terminated for failure to maintain commitment will be notified of termination by letter sent to the employee's address on file with the Employer.
- 8.2 A Relief employee or a Fixed Term employee appointed, transferred or promoted to a Regular position within the bargaining unit will serve a trial period commencing with placement in the Regular position.
- 8.3 An employee's trial period may be extended for a period of up to three (3) months at the sole discretion of the Employer. The Employer will inform an employee of such trial period extension. Management will send notice to the Union of any trial period extensions and, upon written request of the Union, will meet to explain the extension.
- 8.4 The discipline, retention or release of a Trial Period employee will not be subject to the Grievance & Arbitration Procedures, as provided in Article 26.9. Failure to send a termination letter to a Relief employee for failing to maintain commitment will be subject to grievance and arbitration, but an arbitrator may not overturn the termination because of the failure to send the letter. Failure to provide notice of extension of an employee's trial period to the Union will also be subject to grievance and arbitration, but an arbitrator may not overturn or alter the discipline or release of a Trial Period employee for failure to provide notice where the trial period has otherwise been extended for up to three (3) months.

**ARTICLE 9
TEMPORARY ASSIGNMENT**

- 9.1 An employee temporarily assigned by the Employer to perform the typical duties of a position in a higher pay grade for four (4) consecutive hours or more will receive a differential of five percent (5%) for each grade above the grade of the employee's regular classification for all hours during which the employee is so assigned (e.g., if an employee in Grade SEIU0006 is assigned to a position in SEIU0008 the employee will receive a differential of ten percent (10%)). As an exception, if an employee is assigned by the Employer to a position in a lead classification listed in Appendix A and to perform all of the duties thereof, the employee will be paid a lead premium of five percent (5%) for the actual hours worked in the lead position provided the lead position is in a classification in a higher wage range than the employee's regular classification or position.
- 9.2 An employee temporarily assigned to perform the duties of a position in a lower pay range will continue to receive the employee's regular rate of pay, except in the event of a demotion or voluntary reassignment to a position in a lower pay range.

**ARTICLE 10
SENIORITY**

- 10.1 Definition. For the purposes of this Agreement, seniority will be defined as the period of continuous employment following employment in a regular position at the Employer. Seniority includes prior service with any entity that was part of the Employer merger, to the extent recognized by the Employer on November 1, 1997 (merger date), provided there has been no break in service since the merger date. In the event of a tie, the order of seniority will be determined by lot.
- 10.2 Break in Seniority. A break in service or seniority will occur upon:
- a. Resignation;
 - b. Failure to return to work at the end of an approved leave;
 - c. Termination for just cause, or, in the case of a Trial employee, Relief employee and a Fixed Term employee, for any cause;
 - d. Layoff for twelve (12) months or more.
- 10.3 Adjustments in Seniority. Seniority for an employee re-hired within twelve (12) months of resignation, layoff or termination for failure to return upon expiration of an approved leave will be restored, but will be adjusted for the period of resignation, layoff or termination. Subject to any statutory exceptions, seniority will also be adjusted for the period of any layoff and for the period of any leave of absence in excess of six (6) months. There will be no adjustment for the first six (6) months of any such leave.

ARTICLE 11
TRANSFER, PROMOTION AND DEMOTION

11.1 DEFINITIONS

- 11.1.1 A transfer is the change of an employee from one position to another position within the same classification or to a position in another classification having the same salary range.
- 11.1.2 A promotion is the change of an employee from one position to a position in another classification having a higher salary range.
- 11.1.3 A demotion is a change of an employee from one position to another position in another classification having a lower salary range.

11.2 TRANSFER/PROMOTION OF EMPLOYEES

- 11.2.1 Whenever it is determined by the Employer that a vacancy in a Regular position within the bargaining unit is to be filled, a notice of the vacant position will be posted for at least seven (7) calendar days.
- 11.2.2 The Employer may, in its sole discretion, restrict a posting to fill a vacant position to qualified employee applicants from the bargaining unit.
- 11.2.3 Upon promotion, an employee will be placed at a step on the new scale which provides the employee with at least a five percent (5%) increase.
- 11.2.4 Upon demotion, an employee's wage rate will be set at a comparable level within the new salary scale. However, if the employee is demoted into the position the employee held prior to assuming the position from which the employee is now being demoted, the employee will be placed at the same level in the scale as that in which the employee was previously employed, if higher.
- 11.2.5 An employee who promotes or transfers to a position in a different classification or to a similar position in a different unit, may return to the position the employee formerly held within six (6) months of the promotion or transfer if that position is vacant; and if the employee's most recent performance evaluation in the former position "meets" or "exceeds" standards. In order to return to the position the employee must provide a written letter stating the reasons for the return to the Manager of the employee's former position. Under this provision, the employee would be returned to the employee's salary level in the former position. This limited right of return may only be exercised by the employee once in any twelve (12) month period.

11.3 SELECTION FOR PROMOTION/TRANSFER

- 11.3.1 The Employer will determine the relative qualifications, including education, skills, abilities, performance and experience (collectively referred to as "qualifications") of all candidates or applicants for a vacancy. Employees who

apply for a vacancy in accordance with applicable procedures will be given preference over external candidates if equally qualified as determined by the Employer provided that the Employer has the right to select the best qualified candidate to fill a position.

- 11.3.2 Should the Employer decide that the vacancy will be filled from current employees, and should it determine that the qualifications of two (2) or more employees are in its judgment substantially equal, the Employer will make the selection based upon seniority.

11.4 SHIFT ASSIGNMENT

- 11.4.1 When it is determined by the Employer that a vacancy exists, employees employed in the unit of the vacancy, and in a position with the same job title as the vacant position, will be provided an opportunity to request the shift assignment of the vacant position. The Employer will make such assignments based upon considerations of seniority, skills and competency.
- 11.4.2 When needed, the Employer may, in its discretion, assign an employee to another schedule (shifts, starting time and/or days off) on a temporary basis to provide needed staffing coverage, and such assignment will be to the most senior volunteer, or if no employee volunteers by inverse seniority, provided the employee has the necessary skills to perform the job. The Employer will provide as much advance notice as is reasonably feasible to the employee assigned on a temporary basis to provide needed staffing coverage.
- 11.4.3 Nothing in this section 11.4 will prevent the Employer from assigning an employee to a shift or unit in a specific case, where determined appropriate or necessary by the Employer for training or supervision purposes.
- 11.4.4 Nothing in this Article will prevent the Employer from immediately posting the vacancy in accordance with the terms of this Agreement.

**ARTICLE 12
LAYOFF AND REDUCTION IN TIME**

12.1 DEFINITIONS

- 12.1.1 Layoff. Layoff is an involuntary separation from employment.
- 12.1.2 Daily Cancellation. A daily cancellation is a reduction of hours or a reduction in force carried out on a daily basis on a particular work unit and shift due to a reduction in the census or work requirements or for such other reason as the Employer determines to be appropriate.
- 12.1.3 Temporary Layoff. A temporary layoff is a reduction in hours or a reduction in force which is expected at the time it is implemented to last for sixty (60) calendar days or less.
- 12.1.4 Indefinite Layoff. An indefinite layoff is a reduction in hours or a reduction in force which is expected at the time it is implemented to last for in excess of sixty (60) calendar days.
- 12.1.5 Work Unit. For purposes of this Article each cost center will be a work unit.
- 12.1.6 Units of Layoff. Units of layoff on the effective date of this Agreement will be as set forth in Appendix C. If units of layoff are added or eliminated, the Employer will notify the Union prior to any reduction in force or hours under this Article. If the Employer intends to change existing units of layoff (apart from adding or eliminating units of layoff) it will notify the Union. Units of layoff will apply only to indefinite layoffs.

12.2 DAILY CANCELLATION

The Employer will determine whether a daily cancellation is necessary on a work unit and on a particular shift, and, if so, the job classifications/titles and number of hours or employees to be cancelled. Cancellations will be carried out in accordance with each work unit's then current policies, procedures and practices. The Employer will accept volunteers from the work unit, shift and job classification/title in which cancellations are to occur, provided the volunteer's schedule reflects the number of hours to be cancelled, and that the remaining employees possess the qualifications, skills, abilities and competencies needed on the work unit or shift. Regular employees, who are cancelled, whether voluntarily or involuntarily, may elect to utilize accrued Paid Time Off. At the Employer's discretion an employee may be floated or assigned to another unit in lieu of canceling the employee.

12.3 TEMPORARY LAYOFFS

If the Employer determines that a temporary layoff is necessary, it will determine the classifications, work units, shift(s) and number of hours and/or employees to be affected. Employees who are or may be affected will be given fourteen (14) calendar days notice, to the extent practicable, with a copy to the Union. Temporary layoffs will be carried out within each job classification/title and work unit in the following manner.

- 12.3.1 The use of registry/temporary agency employees will be discontinued.
- 12.3.2 Trial Period and Fixed Term employees will be laid off, if practicable, provided the remaining employees possess the necessary qualifications, skills, abilities and competency to perform the work satisfactorily in the reasonable judgment of the Employer, and are willing to accept the hours and shifts of the Trial Period and Fixed Term employees laid off.
- 12.3.3 Regular employees will be laid off by inverse seniority order, provided the remaining employees possess the qualifications, skills, abilities and competency to perform the work satisfactorily in the reasonable judgment of the Employer, and are willing to accept assignments to schedules consisting of the hours and shifts deemed necessary by the Employer. If work hours are to be reduced, the reductions will occur by inverse seniority order within each shift, provided the other employees possess the qualifications, skills, abilities and competency to perform the work satisfactorily in the judgment of the Employer.
- 12.3.4 Regular employees who have been temporarily laid off will be returned as vacancies occur in the affected work unit from which the employee was laid off and within the same job classification/title the employee held prior to the temporary layoff in order of their seniority. Failure to return to a Regular position in the classification from which the employee was temporarily laid off will be considered to be a resignation and will constitute a break in service.

12.4 INDEFINITE LAYOFFS

The parties acknowledge a common goal and intent to provide ongoing employment to employees who are meeting the performance standards and expectations of their position, and to avoid displacement of such employees, but recognize that there are circumstances where displacements cannot be avoided. Through the provisions of this and other Articles of the Agreement the parties have provided for educational and training opportunities, for priority considerations for obtaining other vacant positions, and for recognizing seniority, consistent with qualifications, skills, abilities and competencies, when displacements do occur.

If the Employer determines that indefinite layoffs are necessary, it will determine the classification(s), work unit(s), units of layoff(s) and shift(s) to be affected, and the number of hours or employees to be reduced. The Employer will provide the union notice of its intention to lay off employees indefinitely forty-five (45) calendar days in advance of the expected effective date of the layoff. The notice will specify work unit, units of layoff, shifts and full-time equivalents to be affected. The Employer will, upon the request of the Union, meet to discuss alternatives to the layoff during the following ten (10) day period. The Employer will simultaneously solicit volunteers for layoff from the work unit(s) to be affected. If no alternative is agreed upon during the ten (10) day period, Employees will be given notice of layoff thirty (30) calendar days prior to the effective date of the layoff, and notice of the names and positions will be provided to the Union. The Employer may elect to pay an employee in lieu of part or all of the required notice period in its sole discretion, based upon the employee's normal schedule covering that period. Indefinite layoffs will be carried out within a job classification/title and units of layoff as follows.

- 12.4.1 The use of registry/temporary agency employees will be discontinued, if practicable, or the hours of such personnel reduced, as applicable, provided the remaining employees have the necessary qualifications, skills, abilities and competency to perform the work satisfactorily in the judgment of the Employer.
- 12.4.2 Trial Period and Fixed Term employees will be laid off, or their hours reduced, as applicable, provided the remaining employees possess the necessary qualifications, skills, abilities and competency to perform the work satisfactorily in the reasonable judgment of the Employer, and are willing to accept the hours and shifts of such employees, and the Fixed Term status of laid off Fixed Term employees, if applicable.
- 12.4.3 Indefinite Layoff of Regular Employees
- a. Regular full-time employees who are laid off in a reduction in force or whose positions are eliminated, in lieu of layoff, shall in order of seniority (most senior first) first apply for any vacancy for which (s)he is qualified in his/her classification, shift and unit of layoff with at least equivalent scheduled hours, and may apply for any such vacant position with fewer scheduled hours. If there is no vacant position for which the employee must (or does) apply as described above, the employee will be offered the position not being eliminated held by the most junior Regular full-time employee in his/her classification, shift and unit of layoff, provided there is such a more junior Regular full-time employee, and if there is no such position held by a more junior Regular full-time employee, or the employee declines the position offered, (s)he will be laid off.
 - b. Regular part-time employees who are laid off in a reduction in force or whose positions are eliminated, in lieu of layoff, shall in order of seniority (most senior first) first apply for any vacant position for which (s)he is qualified in his/her classification, shift and unit of layoff with at least equivalent scheduled hours, and may apply for any other such vacant position with fewer scheduled hours. If there is no such position for which the employee must (or does) apply, the employee will be offered the position that is not being eliminated held by the most junior regular part-time employee in his/her classification, shift and unit of layoff with at least equivalent scheduled hours. If there is no such position held by a more junior employee, or if the employee declines the position offered, the employee will be laid off.
 - c. Such displacements as are described in 12.4.3.a and 12.4.3.b. may occur only if the employee displacing another employee is qualified for the position, and if remaining employees possess the qualifications, skills, abilities and competency to perform the work satisfactorily in the reasonable judgment of the Employer, and are willing to accept assignments to schedules consisting of the hours and shifts deemed necessary.

- 12.4.4 A Regular employee who is to be laid off indefinitely under this Section will be given priority in selection for any vacant position in the employee's classification in another unit or department for which the employee applies provided the employee possesses the skills, abilities, qualifications and competencies for the position as listed in the job description, or could gain such skills, abilities, qualifications and competencies through an orientation and familiarization period of up to fourteen (14) calendar days. If there is no such vacant position in the employee's classification, the employee will be given priority in selection for any vacant position for which the employee applies in a classification in which the employee was previously employed by the Employer, provided the employee possesses or could gain the skills, abilities, qualifications and competencies through the customary and usual orientation and familiarization period provided to an employee hired into the position with prior experience working in a comparable job. Should the employee fail to acquire the necessary skills, abilities, qualifications and competencies during such period in the reasonable judgment of the Employer, the employee will be placed in layoff status.
- 12.4.5 The Employer will honor requests to volunteer for layoff prior to laying off regular employees involuntarily, provided the following conditions are satisfied:
- a. the volunteer(s) is/are from the same work unit and represent the same full time equivalent(s) as the Employer has determined that it will lay off; and
 - b. the remaining employees possess the appropriate skills, abilities, qualifications and competencies, or could gain such skills, abilities, qualifications and competencies with the usual and customary orientation and familiarization period provided to an employee hired with prior orientation and familiarization period provided to an employee hired with the prior experience working in a comparable job; and
 - c. the Employer determines that the employee(s) who would otherwise be laid off, or other employees in the same work unit, from the shift to be affected and in the appropriate full-time equivalent status, who meet the description in b., above, are willing to accept assignments to schedules consisting of the days, hours and shifts that would be vacated by the volunteer(s), or such other schedules as deemed necessary by the Employer after the layoffs occur.
- 12.4.6 Upon the request of an employee who faces displacement after the procedures described in 12.4.1 through 12.4.5 have been followed, the Employer will assist in identifying other job opportunities outside of the bargaining unit for which the employee may apply consistent with the Employer's policies for filling non-bargaining unit positions, provided, however, that the non-selection of an employee for a non-bargaining unit position shall not be subject to the grievance and arbitration provisions of this Agreement.

12.5 SEVERANCE PAY

- 12.5.1 Definition. For purposes of severance pay eligibility, layoff will mean a reduction in force resulting in the involuntary separation of a Regular employee or a reduction in hours resulting in a change to Relief status from Regular status. If the indefinite reduction in the workforce is due to the Employer being acquired or merged with another organization, entering a joint venture or forming a new organization, an employee who is offered a position at the new organization at a comparable base wage is not considered to have been laid off. The Employer will be the sole judge of whether an indefinite reduction in force or hours is necessary due to operational, fiscal or other reasons it deems relevant and appropriate in making such a determination.
- 12.5.2 Notice of Layoff. In the event that circumstances change, an indefinite lay off notice may be rescinded and reissued, or a notice may be rescinded and the employee retained or reassigned. If a Regular employee is offered another Regular position at a comparable base hourly wage but refuses that position, the employee will be indefinitely laid off but will not be eligible for severance pay. If a Regular employee resigns after being given written notice of indefinite layoff, the balance of the notice period will not be converted to pay, but the employee will be eligible for severance pay. A Regular employee terminated for cause during the notice period will not be eligible for severance pay.
- 12.5.3 Eligibility. A Regular employee with at least one year of regular employment at the Employer without a break in service, is eligible for severance pay unless the employee has refused an offer of a comparable position subsequent to notice of layoff. Periods of employment in a fixed term or relief position are not considered breaks in service, but periods on fixed term or relief status will not be counted in determining eligibility or in the calculation of severance pay.
- 12.5.4 Calculation. Severance pay is based on years of Regular employment at the Employer without a break in employment as described in Article 10. Severance pay is calculated using the base monthly pay at time of indefinite layoff. Base monthly pay is obtained by multiplying the base hourly wage by 173.33 hours by the employee's percent of full-time commitment and does not include shift differential, overtime or other premium pay.
- 12.5.5 Schedule. Severance allowance is payable on the employee's last day of work in accordance with the following schedule:

Years of Continuous Employment	Severance Pay Eligibility In Months of Base Pay
1 year but less than 4	1
4 years but less than 7	2
7 years but less than 10	3
10 years but less than 12	4
12 years but less than 14	5
14 years but less than 16	6
16 years but less than 18	7
18 years but less than 20	8
20 years but less than 22	9
22 years but less than 24	10
24 years but less than 26	11
26 years or more	12

12.5.6 Repayment of Severance Pay. Prior to receiving severance pay, an employee must sign an agreement to repay severance to the Employer if reemployed by the Employer in a regular position within one year of the effective date of indefinite layoff. In that event, the employee may retain that portion of the severance pay equal to the base pay s/he would have earned if not indefinitely laid off. The balance is to be repaid either in full at the time of reemployment or by payroll deduction. An employee may request other arrangements and, if approved, the schedule of repayment will be established by written agreement between the employee and the Director of Employee and Labor Relations or designee.

12.5.7 Preferential Reemployment.

- a. During the first one hundred twenty (120) days following lay-off, employees who have been laid off will be notified of all vacancies in the classification from which the employee is laid off. Employees who thereafter notify Human Resources of their availability within ten (10) days of the Employer's notification will be recalled to the vacancy(ies) based upon seniority, provided they have sufficient skills and abilities to perform the duties of the position, meet the criteria for the job, and their most recent evaluation was "meets" or "exceeds" standards.
- b. Employees who have been indefinitely laid off for more than one hundred twenty (120) days will have preference for reemployment for a total of twelve (12) months from the date of indefinite layoff for employment to any active available vacant regular position for which the employee applies, if in the judgment of the Employer the employee possesses sufficient skill and ability to perform the duties of the position and unless another applicant for the position is better

qualified. Preferential employment status will apply only if the vacant position is at the same or lesser percentage of time and is in a job classification/title with the same or lower salary range as the job classification/title from which the employee was laid off.

- c. Employees laid off for more than one hundred twenty (120) days and who apply within the posting period for reemployment within twelve (12) months from the date of indefinite layoff for a specific active available vacant regular position in the same job title and classification as the employee held at the time of layoff will be considered for reemployment in that position as if the laid off employee were employed, provided the laid off employee's most recent performance evaluation in the position was "meets" or "exceeds" standards, and provided, further, that the laid off employee meets all current criteria.
- d. For purposes of the Employer's recall obligations, the Employer's obligation will be satisfied by sending a notification letter to the employee by certified mail, and notice will be considered to have been given, and the ten (10) day period will begin to run, on the date of mailing.

12.6 SUBCONTRACTING

- 12.6.1 Except where exigent circumstances make it infeasible to do so, the Employer will, at least forty-five (45) calendar days in advance, inform the Union of its intent to begin contracting or subcontracting any part or all of its operations in which bargaining unit employees are employed. The Employer will meet to bargain over the decision and/or the effects of contracting or subcontracting on the operations, if and as required under the circumstances by the National Labor Relations Act, provided that the effects on employees to be laid off, or whose positions are to be eliminated as a result of contracting or subcontracting, have been addressed in 12.6.2 through 12.6.6, below.
- 12.6.2 An employee who is displaced and subject to layoff as a direct result of the contracting or subcontracting of a service or operation will receive preference over other employee and non-employee applicants in filling vacant bargaining unit positions for which the employee specifically applies, and will be selected to fill the position (by seniority if two or more such employees apply for the same vacancy) provided the employee possesses the necessary minimum qualifications and skills for the position as posted.
- 12.6.3 If no employee meeting the requirements described in 12.6.2, above, applies for a vacant bargaining unit position, an employee displaced as described in 12.6.2, but who does not have the necessary minimum qualifications and skills as posted for the position, will receive preference over other employee and non-employee applicants for the filling of a vacant position for which the employee specifically applies, if the employee could reasonably gain the necessary minimum qualifications and skills as posted for the vacant position within a six (6) week period of on the job training. If two or more such

employees apply for the same vacant position, the selection will be by seniority.

- 12.6.4 An employee who is displaced as a direct result of the contracting or subcontracting of a service or operation and who does not obtain a vacant position pursuant to 12.6.2 or 12.6.3, above, at the time the subcontracting becomes effective, will continue to have priority, as described above, for selection for a vacant position for which the employee applies, for a period of one hundred twenty (120) calendar days after the effective date of the employee's lay-off. Thereafter, the employee will have the re-employment rights specified in 12.5.7, above, for the remainder of the twelve (12) month period following the employee's lay-off.
- 12.6.5 An employee who obtains a position through the procedures described in 12.6.3 through 12.6.4, above, will be placed at the step on the wage scale for that position that represents the employee's continuous employment without a break in service at Stanford Hospital & Clinics and/or Lucile Packard Children's Hospital, unless the employee can demonstrate his/her entitlement to credit for prior experience in the position as set forth in Article 5.3.1.
- 12.6.6 Upon the request of an employee who faces displacement after the procedures described in 12.6.2 through 12.6.4 have been followed, the Employer will assist in identifying other job opportunities outside of the bargaining unit for which the employee may apply consistent with the Employer's policies for filling non-bargaining unit positions, provided, however, that the non-selection of an employee for a non-bargaining unit position shall not be subject to the grievance and arbitration provisions of this Agreement.
- 12.6.7 Nothing in this Section represents a guarantee of employment or a guarantee of employment in a particular position or classification, nor does it represent a guarantee of particular hours, shifts and/or days off.

12.7 TRANSFER OF WORK TO NEW LOCATIONS

The Employer agrees that no employee will be transferred involuntarily to a position outside of the bargaining unit. Should bargaining unit positions be eliminated in connection with a transfer of work to a new location not covered by this Agreement, and the employee declines to take a position offered to him/her at the new location, or if no position is offered, the employee will be treated as laid off and will be entitled to the special preference or priority for taking a vacant bargaining unit position as is described in 12.6 above.

Should the employee elect to take a position outside of the bargaining unit in connection with the transfer of work, and should the employee thereafter decide within the twelve (12) month period following the transfer that (s)he no longer wishes to work at that location, the employee shall notify the Director of Employee and Labor Relations or designee in writing, and (s)he will be permitted to elect lay-off, and thereafter will be entitled to the special preference or priority described in 12.6., above, for taking a vacant bargaining unit position. Alternatively, the employee can notify the Director of Employee and Labor Relations or designee in writing of his/her desire to return to a bargaining unit

position and may state in such written notice that (s)he is electing to remain in the position at the new location (provided it continues to exist and provided the employee continues to perform satisfactorily) while awaiting a vacant bargaining unit position. In such a case, the employee shall be given the priority or preference for taking such vacant position as is described in 12.6, above, until such time as a vacant position is available for which the employee is qualified. However, if the employee exercises the option of seeking to return to a bargaining unit position, should the employee decline a vacant bargaining position with equivalent or greater hours for which (s)he is qualified, the employee will no longer be eligible for the priority or preference described in 12.6.

Upon the return to the bargaining unit of an employee who was laid off in connection with the transfer of work outside of the bargaining unit, or who accepted a position at the new location and subsequently exercised the right to return to the bargaining unit as provided in this section (provided the return to the bargaining unit is within twelve (12) months of layoff in the case of an employee who is laid off, or who elects layoff under this section), the employee's seniority date will not be adjusted for the period of layoff or the period of time during which the employee was employed in the position outside of the bargaining unit.

Prior to his/her return to a bargaining unit position, the grievance and arbitration procedures in Article 26 may be utilized for an employee who has elected to take a position outside of the bargaining unit and subsequently notified the Director of Employee and Labor Relations or designee of his/her desire to return to the bargaining unit as provided herein, only for claims that the provisions of this section regarding the employee's return rights (and those set forth in Section 12.6 where and to the extent its terms are made applicable under this section) have been violated.

12.8 VIOLATIONS

In the event an alleged violation of this Article with regard to notice is grieved, any remedy, settlement or arbitrator's award or decision acknowledging improper notice will be limited to an amount of pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient. In no case will such amount be calculated for a period of more than fourteen (14) calendar days, or thirty (30) calendar days, as applicable.

12.9 EFFECTS OF LAYOFFS

The preceding procedure, severance benefits and preferential rehire provisions, together with the payments of accrued but unused paid time off in the event of separation of employment as provided for elsewhere in this Agreement, are intended to address the effects of layoffs, reductions in force or hours, etc., that occur during the life of this Agreement as a result of layoffs or reductions due to economic reasons, subcontracting, or reductions, eliminations or transfers of services for any reason. Agreement upon these procedures does not affect the obligation under the National Labor Relations Act, if any, to bargain during the life of this Agreement over a particular decision to subcontract or transfer work before implementing that decision nor will it prevent the Employer from voluntarily agreeing to meet with the Union to discuss providing additional or different benefits in a given case.

12.10 CONTINUATION OF BENEFITS

Subject to the terms and conditions of the Employer's insurance plans, employees may elect to continue insurance coverage by following the procedures established by the Employer for such continued coverage and in compliance with applicable laws.

12.11 PREFERENCE DURING NOTICE PERIOD

An employee who has received written notice of indefinite layoff will be eligible for preferential employment in accordance with the provisions of section 12.5.7 during the notice period.

ARTICLE 13 BENEFITS

13.1 ELIGIBILITY

Regular and Fixed Term employees are eligible to participate in the benefit programs enumerated in this Article, subject to the terms and eligibility requirements for each plan.

13.2 PLAN RATES

For the life of this Agreement, the maximum monthly contribution amounts payable by employees who elect coverage under the Employer group plans will be the same as the maximum rates for unrepresented employees. Employee contributions will be through payroll deductions. The Employer's maximum rates of contributions will be communicated to the Union each year prior to open enrollment. As an exception to this provision, effective no more than 120 days following ratification, Regular employees who are otherwise eligible for health insurance benefits, and whose wage rate on December 31, 2005 when annualized (2080 X employee's wage rate) is equal to an amount less than \$50,000.00 per year, will be eligible to receive employee and all dependent coverage under the Kaiser HMO or the Blue Cross HMO (or their replacement HMO plans) for the following calendar year at no monthly premium contribution cost to the employee. Effective at the time of the open enrollment for each year of the Agreement the annual salary amount will be adjusted by the increase in the Consumer Price Index, for All Consumers for the period from September of the preceding year through August of the current year. The Employee's annualized salary for purposes of this provision for each subsequent year of the Agreement will be determined as of December 31st of the preceding year.

13.3 MODIFICATION TO BENEFITS

Except as stated otherwise in this section, the Employer may alter the coverage, rate of contribution, or the carrier of these plans. At least thirty (30) calendar days before implementing any such changes, the Employer will notify the union in writing and, upon request, will bargain with the union.

13.4 ENUMERATION OF EMPLOYER BENEFITS

This subsection lists, for information purposes, the available types of benefit programs to be offered as of the effective date of this Agreement. The eligibility, coverage and other details of each replacement plan, if any, during the life of this Agreement, are and will be as contained in the applicable Plan Documents, which will control should there be any conflict with this subsection.

13.4.1 Medical Plan. The Employer will offer eligible employees those medical insurance plans covering employees on the day preceding the execution date of this Agreement.

13.4.2 Dental Plan. The Employer will offer eligible employees those dental plans covering employees on the day preceding the execution date of this Agreement.

- 13.4.3 Vision Plan. A vision plan is available to eligible employees who are members of a medical plan to which the Employer contributes.
- 13.4.4 Life Insurance.
- a. Basic Life Insurance. Eligible employees will be provided coverage under the Employer's Basic Life Insurance Plan.
 - b. Supplemental Group Life Insurance. Eligible employees may purchase supplemental group life insurance in accordance with the applicable plan provisions.
- 13.4.5 Accidental Death & Dismemberment Insurance. Eligible employees may purchase employee-only Accidental Death and Dismemberment Insurance in accordance with the applicable plan provisions.
- 13.4.6 Basic Long Term Disability Insurance. Eligible employees will be under the Employer's Basic Long Term Disability Insurance Plan in accordance with the applicable plan provisions.
- 13.4.7 Supplemental Long Term Disability Insurance. Eligible employees may purchase supplemental long-term disability insurance in accordance with the applicable plan provisions.
- 13.4.8 Supplemental Short Term Disability Insurance. Eligible employees may purchase supplemental short-term disability insurance in accordance with the applicable plan provisions.
- 13.4.9 Legal Care Plan. Eligible employees may purchase a legal care plan in accordance with the applicable plan provisions.
- 13.4.10 Flexible Spending Program. Eligible employees may place pre-tax earnings into the following types of flexible spending programs in accordance with the Employer's Flexible Spending Program:
- a. Premiums for health benefits;
 - b. Dependent care expenses;
 - c. IRS allowed medical spending account.
- 13.4.11 Malpractice and General Liability Insurance. The Employer pays the total cost of a group General Liability insurance policy which automatically covers all employees who are acting within the scope of their professional duties.
- 13.4.12 Retirement Benefits. Benefit eligible employees will be able to participate in the Employer's Retirement Plans and Retiree Health benefits in accordance with and subject to the terms of the plan documents.

During the life of this Agreement, the Employer agrees that it will retain the current Retiree Health benefits plan, and further agrees that should it enhance those benefits, such enhancements will be extended to eligible employees in the bargaining unit.

The Employer further agrees that, effective the beginning of the pay period next following ratification, and on a prospective basis only, the Employer will match the voluntary contributions of an employee with fifteen (15) years of retirement eligible service up to five percent (5%) of the employee's pension eligible earnings. Eligibility will begin the beginning of the pay period next following the date upon which the employee reaches fifteen (15) years of retirement eligible service.

ARTICLE 14 PAID TIME OFF

14.1 PURPOSE AND RATE OF PAY

Paid Time Off (PTO) compensates Regular employees at their base hourly wage rate of pay when they are absent from work for such purposes as vacation, illness, holiday, family emergencies, bereavement leave, religious observances, preventive health and dental care, and other excused elective absences. Except as otherwise expressly provided in this Article, or elsewhere in this Agreement, an employee may not take unpaid time off if the employee has accrued PTO available. Employees with anticipated or realized six (6) months of assignment to an evening or night shift in a calendar year will receive shift differential for PTO hours used when the employee is scheduled to work a shift for which a differential is paid at the time the PTO hours are used.

14.2 ELIGIBILITY

All regular employees are eligible for PTO.

14.3 ACCRUAL

14.3.1 PTO is accrued on the basis of productive hours worked, including overtime, at established accrual rates on a maximum of eighty (80) hours in a biweekly pay period.

14.3.2 PTO accrual will continue for all hours off on approved jury duty for hours the employee would normally have been scheduled to work.

14.3.3 The following accrual rates are derived from the assumption that an employee working full time will take off the PTO days (s)he earns in a year. The PTO days per year are listed for illustrative purposes only to show the PTO days which will accrue each year if all permissible PTO is used in such year.

Years of Service	Time Accrued Per Hour Worked	Projected Annual Hours Full-Time Employee	Projected Annual Days For Full-Time Employee
First Year of Employment	.1111	208	26
2nd through 4th year	.1354	248	31
5th through 9th year	.1607	288	36
10th and subsequent years	.1764	312	39

14.3.4 Use Of PTO. PTO may be used in the next pay period after it is earned. PTO may not be used in advance of accrual and may not be used on regularly scheduled days off. PTO hours for a full day off will be taken in the same manner as the employee is normally scheduled to work: (e.g., in 8 hour increments for 8 hour shifts, or in 12 hour increments for 12 hour shifts).

- 14.3.5 PTO, as with all other unpaid time off such as a leave of absence, must be requested in writing in advance of the time off desired, and approved in writing by the Supervisor, except for an emergency or illness. The Employer will provide a response to an employee's request for PTO as soon as practical, but no later than fourteen (14) calendar days after receiving the request. Approval will be based upon the Employer's determination of its staffing needs. When time off is requested without prior approval due to an emergency or illness, a specific reason for the request is to be given and accrued PTO time must be used. In the event of an emergency or illness, the employee will be responsible for providing as much advance notice as is reasonably possible to the employee's supervisor.
- 14.3.6 Accrued PTO may be used during any waiting period for State Disability Insurance or Workers' Compensation and to supplement any such disability payments during a period of disability.
- 14.3.7 Employees will accrue PTO hours up to five hundred twenty (520) and all hours in excess thereof shall automatically be cashed out on the last payday of August each year provided, however, that for employees who have an accrued balance that is in excess of five hundred twenty (520) hours as of the date of ratification, the Employer will cash out up to two hundred fifty (250) hours on the last payday of August of each year until the employee's PTO balance is reduced to five hundred twenty (520) hours.
- 14.3.8 An employee changing status from regular to relief status will receive an immediate cash-out of all PTO hours accrued at the employee's hourly base wage rate, not including any shift differential rate.
- 14.3.9 Upon termination from the Employer, an employee will receive a cash-out of all PTO hours accrued at the employee's current base hourly wage rate, not including any shift differential rate.

14.4 HOLIDAYS

The following holidays are built-in components of the PTO accrual rates. An employee is required to use PTO when one of the following holidays falls on a day the employee is regularly scheduled to work and is scheduled off due to the holiday.

New Year's Day
 Martin Luther King Jr. Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

An employee required to work on any actual holiday listed above will be paid one and one-half (1½) times the regular hourly rate of pay including any applicable shift differential. In addition to the one and one-half (1½) times pay, the employee may claim hours of accrued PTO in the same manner as the employee is regularly scheduled to

work (e.g., in 8 hour increments for 8 hour shifts, or in 12 hour increments for 12 hour shifts), to be paid at the hourly base wage rate plus shift differential, if applicable.

14.5 TRANSFER OF PTO CREDIT

An employee transferred, promoted, or demoted to another position at the Employer in which PTO can be accumulated will have any accumulated PTO transferred.

14.6 INTEGRATION OF PTO

In cases where an employee is receiving disability benefit payments, PTO may be integrated (SDI Workers' Compensation, or Supplemental Short Term Disability). To the extent disability payments do not equal the employee's regular wages, PTO will be used in an amount equal to, but not exceeding, the employee's scheduled hours at the employee's straight time hourly rate and any shift differential to which they would be entitled under Section 14.1.

**ARTICLE 15
LEAVES OF ABSENCE**

15.1 ELIGIBILITY

- 15.1.1 Employees will be eligible for leaves of absence for such purposes as are provided in, and in accordance with the specific terms and conditions set forth in the Employer's then current policies for leaves of absence, unless specifically modified in this Agreement.
- 15.1.2 With the exception of Workers Compensation, military and pregnancy disability leaves of absence, or where otherwise required by law, employees eligible for leaves of absence are Regular employees covered by this Agreement who have successfully completed the trial period. A leave of absence is for an extended period of time off of 15 calendar days or more, paid or unpaid, which are not considered to be scheduled vacation time.
- 15.1.3 Unless otherwise required by law, the Employer, in its sole discretion may grant requests for leaves from employees within their trial period and such decisions are not subject to grievance/arbitration. If granted, such leaves will automatically extend the trial period for the period of leave granted.

15.2 LEAVE CATEGORIES

15.2.1 Family and Medical Leave

- a. The Employer will grant Family/Medical Leave to the extent required by, and pursuant to the Employer policies implemented in accordance with, State and Federal laws.
- b. Employees who have been employed by the Employer for at least twelve (12) months and have worked at least 1,250 hours during the previous twelve (12) months are entitled to leave for the following reasons:
- Birth of the employee's child;
 - Placement of a child with the employee as a result of adoption or foster care;
 - Care of a spouse, domestic partner, child or parent with a serious health condition;
 - A serious health condition that makes the employee unable to perform his/her job.

This section 15.2.1(b) is included for information purposes only and does not, and is not intended to, replace 15.2.1(a).

- 15.2.2 Medical Leave (excluding pregnancy related disability). Regular employees who have passed the trial period who are not eligible for State and Federal Family and Medical Leave are eligible to apply for medical leaves.

- 15.2.3 Pregnancy Related Disability Leave. Such leaves are granted to an employee who is unable to work because of pregnancy or childbirth, to the extent required under and pursuant to the Employer policies implemented in accordance with State and Federal law.
- 15.2.4 Personal Leave of Absence. A personal leave of absence may be granted at the sole discretion of the Employer. An employee may not accept other compensated employment during a personal leave of absence, unless specifically agreed to in writing by the Employer, except that if the personal leave is for Union business, the employee may accept compensation from the Union. Personal leave for Union business will not be unreasonably denied.
- 15.2.5 Military Leave. The Employer will grant military leaves of absence to the extent required by, and pursuant to the Employer policies implemented in accordance with, Federal law.
- 15.2.6 Educational Leave. Employees will be eligible for educational leave for such purposes as are provided in, and in accordance with the terms and conditions set forth in the Employer's then current policies for educational leave.

15.3 DURATION OF LEAVE

Leaves of absence may be granted for up to the following maximum time periods:

- 15.3.1 Personal Leave. One hundred eighty (180) calendar days, but may be extended at the sole non-grievable discretion of the Employer for up to a combined total, together with all other leaves, of three hundred sixty-five (365) calendar days.
- 15.3.2 State and Federal Family and Medical Leave. Consistent with State/Federal law (generally 12 weeks).
- 15.3.3 Medical Leave (including pregnancy related disability). Up to one hundred eighty (180) calendar days.
- 15.3.4 Leave for Child Care. Following the birth or adoption, up to one hundred eighty (180) calendar days inclusive of state and federal family and pregnancy disability leave, and personal leave.
- 15.3.5 Educational Leave. Up to three hundred sixty five (365) calendar days.

15.4 COMBINATIONS OF LEAVES OF ABSENCES

Time spent on medical, pregnancy disability, family care, and personal leaves of absence may not be combined to exceed one hundred eighty (180) calendar days of total absence in any three hundred sixty five (365) calendar day period, except as required by law, or unless a personal leave of absence is approved at the sole discretion of the Employer for a maximum combined total of three hundred sixty five (365).

15.5 REINSTATEMENT RIGHTS

- 15.5.1 Unless otherwise required by law or this Agreement, employees returning from a leave or a combination of leaves of one hundred eighty (180) calendar days or less in compliance with the terms of such leave, will be offered the same position occupied at the commencement of the leave or the employee's modified position if it has been modified during the term of the leave.
- 15.5.2 Unless otherwise required by law, employees returning from a leave or combination of leaves of more than one hundred eighty (180) calendar days in compliance with the terms of such leave, are not guaranteed a position but may apply for and be considered for vacancies within the department.

15.6 PROCEDURES

- 15.6.1 An employee will submit a written request for a leave of absence or request for an extension of a leave of absence for the approval of the employee's supervisor on an appropriate Leave of Absence Request and Authorization Form thirty (30) calendar days in advance of the desired starting date, unless illness or other extreme circumstances prevents the employee from giving such notice, in which case the employee must give as much notice as possible. The request will state the specific reason for the leave and the dates of the requested leave. As a condition to granting, continuing or extending a leave the Employer may require verification of the reasons given for the leave including, in the case of Medical Leaves and Federal and State Family/Medical Leaves, signed certifications from a physician, and may periodically request updated information and/or documentation regarding the continued existence of reasons requiring a leave as, and to the extent, permitted by law. The employee is to follow the specific procedures and utilize the specific form(s) provided for under the Employer's policies at the time of the leave request.
- 15.6.2 PTO may be used during a leave at 100% of the employee's commitment or in the case of medical, pregnancy disability, or family leave due to the employee's own serious health condition, coordinated with short term disability and/or state disability insurance not to exceed the employee's normal pay.
- 15.6.3 Except as required by law, an employee will neither forfeit nor accrue any benefits during an authorized leave of absence.
- 15.6.4 Employees may elect to continue insurance coverage subject to terms and conditions of the Employer insurance plans while on an unpaid leave of absence by following the procedures established by the Employer for such continued coverage. Employees on a leave in compliance with Federal and/or State family/medical statutes will have their insurance continued as and to the extent required by such laws.

15.7 RETURN FROM LEAVE

- 15.7.1 Return Date. Regular employees on an approved leave of absence (including an approved extension) are expected to return to work on the first scheduled workday following the expiration date of the leave.
- 15.7.2 Failure to Return. If a Regular employee fails to return to work at the expiration of a leave of absence, the employee will be deemed to have resigned from employment with the Employer.

**ARTICLE 16
EDUCATIONAL ASSISTANCE**

- 16.1 The Employer will provide tuition reimbursement to eligible employees up to a maximum of \$1,000 per employee, appropriately prorated for less than full-time eligible employees (based on the employee's commitment), per fiscal year in accordance with terms and conditions established under the Employer policies regarding tuition reimbursement. Tuition reimbursement will be paid, when the employee has complied with the applicable application and approval procedures, for the following activities:
- a. Formally organized courses related to the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed, in another appropriate job field;
 - b. Formally organized seminars and symposia dealing with contemporary practices in the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed upon, in another appropriate job field;
 - c. Formally organized courses in related subjects leading to a degree in the employee's current job or jobs to which the employee can expect to transfer or be promoted in the usual course of eligibility or, if mutually agreed upon, in another appropriate job field;
 - d. Formally organized specialized courses relating to the employee's current job field;
 - e. Training and education for another position with the Employer for which the employee possesses the prerequisite qualifications when the employee has been displaced due to indefinite subcontracting or work transfer.
- 16.2 The Employer may modify its Tuition Reimbursement Policy provided it first notifies the Union, and upon written request, meets with the Union to discuss the changes prior to implementation. If the Employer proposes to change reimbursement amounts or eligibility requirements, it will, upon request, bargain with the Union. Eligible employees for the purpose of this subsection are regular employees who have completed the trial period.
- 16.3 The parties agree to form a Tuition and Reimbursement Committee, comprising two Union and two Employer representatives. The purpose of the committee shall be:
- a. To identify ways to communicate the availability of education and training assistance and the types of education of training that are available to employees which meet the criteria set forth above;
 - b. To review the denial of an employee's request for assistance by the Employer, should the employee request such review in writing within ten (10) days of the denial;
 - c. To consider educational or training requests not meeting the criteria described above, but related to other positions at the Hospitals in the case of employees laid off indefinitely due to subcontracting or a transfer of work.